



# *CITY COUNCIL*

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## *Committee of the Whole*

**Monday, April 23, 2007**  
**Agenda**  
**5:00p.m.**

- |             |   |                 |
|-------------|---|-----------------|
| <b>I.</b>   | <b>Review of Earl Estate Agreement</b>              | <b>5:00p.m.</b> |
|             | -Who was responsible for negotiating the agreement? |                 |
|             | -When was the agreement finalized?                  |                 |
|             | -Rationale for proposed division of parcels?        |                 |
| <b>II.</b>  | <b>East Reading Pool</b>                            | <b>6:00p.m.</b> |
|             | -Review new agreement terms                         |                 |
| <b>III.</b> | <b>Review of Solid Waste Ordinance</b>              | <b>6:30p.m.</b> |

## **AGREEMENT**

This Agreement ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the CITY OF READING ("City"), by and through its authorized representatives, a Pennsylvania municipality having its principal office located at 815 Washington Street, Reading, Pennsylvania

AND

EAST READING SWIMMING ASSOCIATION, ("Association") by and through its authorized representative, \_\_\_\_\_, with a registered address of PO Box 12185 Reading, Pennsylvania 19612.

## **BACKGROUND**

East Reading Swimming Association is an association created to own, operate and oversee the East Reading Pool located at 535 South 14 ½ Street, Reading, Berks County, Pennsylvania.

Association is the owner of certain real property located at 535 South 14 ½ Street, Reading, Berks County, Pennsylvania also known as East Reading Pool ("East Reading Pool").

The pool of East Reading Pool is need of repairs to continue operation.

The Association is underfunded to make the requisite repairs.

The City desires to make the requisite repairs to East Reading Pool to permit it to continue to operate and serve the members of the Association and public of the City of Reading.

In consideration of making the necessary repairs for continued operation of East Reading Pool, the City of Reading desires to obtain possession and take over operations of the pool.

The Association wishes to convey possession of East Reading Pool and turn over its operations to the City.

The City and Association have agreed to certain terms regarding change of ownership, possession and operation of East Reading Pool.

The parties desire to confirm the terms of their agreement in writing, thus they enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, INTENDING TO BE LEGALLY BOUND HEREBY, agree as follows:

1. The Association agrees to convey by way of quit claim deed the property known as at 535 South 14 ½ Street, Reading, Berks County, Pennsylvania a/k/a East Reading Pool to the City and take all necessary actions and execute the appropriate paperwork to undertake such dedication.

2. The City agrees to pay the outstanding monies due to National Loan Investors \_\_\_\_\_ (Address) Recorded on \_\_\_\_\_ at the Berks County Recorder of Deeds at Book \_\_\_\_\_ and Page \_\_\_\_\_ between said Bank and the Association.

3. The parties agree that the term pool herein shall be construed to include the pool, all its surrounding premises, and structures on said premises.

4. The City agrees that the name of the pool not change and shall remain as East Reading Swimming Association.

5. The City agrees to permit the Association and its Board of Directors ("Board") (hereinafter jointly referred to as "Association") thereof to remain in place.

6. The City agrees to keep the Association's Board of Directors informed to the best of its ability.

7. The Association agrees to annually provide the City a list of its officers and their contact information including but not limited to addresses, phone numbers and alternative phone numbers, e.g. cell or work.

8. The City agrees to operate and maintain the pool for a minimum of five (5) years. Should the City elect at the end of said period to discontinue its ownership and operation of the East Reading Pool, the Association shall have right of first refusal to purchase and overtake ownership and operations of the pool for a sum to be determined upon performance of a complete business evaluation.

9. The City agrees that following its first full year / season of operation of the pool it will hold discussions with the Association regarding funding and operational needs of the pool, including but not limited to discussions regarding contributions by the Association for operation of the pool.

10. The City agrees to provide the Association's Board quarterly statements detailing the pool's operational needs.

11. The City agrees to, within the best of its ability, consult with and keep the Association via its Board informed regarding all matters impacting its members and stockholders. It is further agreed by the City that it shall not take any action against a member or stockholder prior to consultation with the Board, excluding any action taken by the police or as a result of the need to call police arising from an incident at the pool.

12. The City agrees to make all capital improvements at its expense to East Reading Pool necessary to comply with all applicable federal, state and local requirements as determined through inspections by the appropriate personnel and independent consultant to permit the Pool to continue to operate. A true and correct copy of the report setting forth the requisite capital improvements to be undertaken by the City as determined by the appropriate personnel and independent consultant is attached hereto, made a part hereof and marked as Exhibit "A."

13. The City agrees to maintain the pool, all surrounding grounds and accessory buildings, at its sole expense, in compliance with all applicable federal, state and local requirements and to provide all maintenance services required and necessary chemical and janitorial supplies.

14. The City agrees to be responsible for all costs of utilities for operation of the pool, surrounding grounds, accessory buildings and the concession stand.

15. The parties agree that the terms of this Agreement shall be in effect and fully enforceable so long as the City retains ownership and operation and maintains the pool and its surrounding premises and structures.

16. The City agrees to permit the Association and its Board to continue their fundraising efforts to include an amount agreed upon by the parties annually via memberships and other activities to meet the pool's operational needs.

17. The City agrees to provide the Association a key to the pool for access for its fundraisers and events as agreed to by the City on an annual basis. The City reserves the right to require return of the key should it be determined that the Association fails to comply with its obligations herein or abuses possession of the key.

18. The Association agrees to encourage its members to pay all fees associated with membership directly to its appropriate Board personnel. However, should such arrangements be impracticable the City agrees to accept monies related directly to membership including but not limited to membership fees and dues, fines and penalties, fundraisers, donations, and gifts at the gatehouse provided the Association provides the City the method of properly recording and documenting receipt of such monies via receipt book and envelopes. The City agrees that monies received at the gatehouse related to membership of the Association shall be provided solely to the Association's President, Vice-President or Financial Secretary.

19. The City agrees to permit the Association under the oversight of its Board and City Department of Public Works to operate the concession stand at the Pool. The City, however, will not preclude the public from bringing food and drink to the pool from outside sources.

20. The City agrees to permit the Association to retain all profits from operation of the concession stand.

21. The Association agrees to operate the concession stand in accordance with all applicable laws, statutes, regulations and ordinances except as otherwise set forth herein.

22. The Association agrees that it shall be responsible for and assume the costs of obtaining all other City requisite approvals for operation of the concession stand including but not limited to obtaining the necessary permits from the City of Reading.

23. The Association shall obtain a Business Privilege License for and be responsible for payment of Business Privilege Tax on gross receipts from operation of the concession stand.

24. City agrees to exempt the Association and its operation of the concession from all City taxing requirements but for those set forth in Paragraph 23 above.

25. The Association agrees that it shall assume all costs associated with staffing, supplies, and minor equipment and small appliances for the concession stand, including but not limited to the requisite benefits and insurance coverage for the employees and/or volunteers thereof.

26. The Association agrees to staff the concession stand in accordance with all applicable laws, statutes, regulations and ordinances.

27. The City agrees to cover the concession stand structure and major equipment and appliances for the stand under its policy of liability and fire insurance for the Pool which shall also list the Association as an Additional Insured.

28. The City agrees as part of its capital improvements to purchase at its sole expense any necessary major equipment and appliances for the concession stand. Such purchases will be in accord with the City's Purchasing Policy. Additionally, purchases and installation of major equipment and appliances for the concession stand will be pursuant to all applicable federal, state and City, statute, laws, and regulations.

29. The City will be responsible for staffing the requisite personnel for operation of the pool, including a swim teach coach, excluding the concession stand, and providing the required benefits, insurance, etc and withholding the appropriate taxes for said employees. Said personnel shall be employed per the City's ongoing laws, practices, regulations, policies as well as applicable federal and state laws, statutes and regulations.

30. The City shall give preference to existing Association staff to meet the staffing needs of the remaining operations of the Pool in accordance with all applicable law, statutes, regulations, policies, practices and ordinances.

31. The Association agrees to select and maintain its Membership in accord with any and all applicable federal, state and local laws, statutes, and regulations. The Association agrees to indemnify the City for any action arising from failure to abide by this provision including but not limited to defending the City in such actions and reimbursing it for any legal fees it may incur for defending itself in such matters.

32. Prior to commencement of each swim season, the Association shall provide the City a list of all its members and stockholders.

33. The City agrees in conjunction with the Association to create a method to determine members of the Association in good standing, eg, identification cards.

34. The City agrees to permit Members in good standing with the Association free admission to the pool during normal hours of operation. Members of the Association not in good standing may enter the pool during normal hours of operation upon payment of the daily fee or purchase of a pass.

35. The Association will develop additional benefits exclusive to its members and stockholders on an annual basis including but not limited to first right to reserve the facility for private functions, and member exclusive activities such as moonlight swims. The Association must present the additional benefits to the City for approval by \_\_\_\_\_ (fill in date). The City reserves the right to accept, deny or alter the additional membership benefits developed by the Association.

36. The City agrees, as permitted under all applicable federal, state and local laws, statutes, regulations, ordinances, etc. to provide benefits to members and stockholders of the Association as agreed upon annually between the City and the Association. Such benefits shall be confirmed in writing as an Addendum to this Agreement and executed as such by the parties on an annual basis.

37. The Association agrees not to permit any individuals to use the swimming pool during any Association function unless a lifeguard employed by the City is on duty.

38. The Association shall be permitted to utilize the pool and its surrounding grounds and structures free of charge throughout the year including but not limited to fundraisers per the provisions herein. Notice of any event by the Association at the pool shall be provided to the City as soon as practicable after its scheduling but in no event less than one (1) week prior thereto. Should the Association event permit use of the swimming pool, the Association shall bear the costs incurred by the City for the lifeguards.

39. The City agrees to operate the pool each year commencing on the Saturday before Memorial Day through Labor Day daily from 12:00 PM (Noon) to 8:00 PM prevailing Eastern Time except as provided for in this Agreement.

40. Should the need arise for early closure of the pool as a result of inclement weather, etc, such closure will be in accord with City practices and policies in similar operations by the City.

41. The City will establish on an annual basis a fee structure for costs for public admission to the pool on a daily basis and reservation of the pool and its grounds, and pavilions for private functions. Said fee structure shall be in accord with similar operations by the City. The fee structure shall be provided to the Association, however, it is not subject to their approval. Reservation of the pool for private functions shall be in accord with all City established ordinances, polices, practices and procedures.

42. The City will continue to permit utilization of the pool by the special interest groups, e.g., childcare facilities, during normal operation hours or as agreed to by the Department of Public Works at a rate to be determined as part of the annually established fee schedule.

43. The Association and City agree that a swim team utilizing the pool as its home pool shall be permitted to remain as a separate entity.

44. The Association agrees to create a membership that permits City residents to join the Association for the sole purpose of joining the swim team per the requirements of the Berks County Swimming Association.

45. The City agrees to permit said swim team free use and access to the pool for practices. It is further agreed that the City shall provide a lifeguard(s) during swim team practices at no cost to the Association. The City, at no expense to the Association, shall employ a coach for the swim team coach pursuant to all applicable federal, state and local laws, regulations, statutes, ordinances, polices, practices and procedures.

46. The City agrees to close the pool to the public at 4:00 PM prevailing Eastern Time on days the swim team as a home meet. The City shall provide lifeguards for the duration of a home swim team meet at no expense to the Association. A schedule of the swim team's home meets shall be provided to the City immediately upon its completion.

47. The City agrees to permit free admission to swim meet spectators. However, should there be a public swim following conclusion of the swim meet, the City reserves the right to require a fee for admission to such an event.

48. The City and Association agree that the pool and its premises and structures shall be designated a non smoking area. The Association agrees that it shall strictly enforce the non smoking policy during all of its events and any time it utilizes the pool and premises.

49. Service of Notice. All notices required or permitted to be given to either party by the other party under any provisions of this Agreement shall be in writing and shall be deemed served:

- (A) When delivered by hand or by Federal Express or similar service to that party's address set forth below during normal business hours; or
- (B) When mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested.

Notice shall be given to the following:

(A) If to City:

City Clerk

City of Reading  
815 Washington Street  
Reading, PA 19601

With a copy to:

Director of Public Works / Engineer  
City of Reading  
503 North Sixth Street  
Reading, PA 19601

(B) If to East Reading Swimming Association:

East Reading Swimming Association  
PO Box 12185  
Reading, PA 19612

With a copy to:

The President, Vice-President and Secretary of the Association for the subject year at the address provided annually as required by this Agreement.

50. Except as otherwise set forth herein, e.g., purchase of minor equipment, obtaining insurance and benefits for the volunteers, scheduling inspections and paying for the necessary

permits and licenses and paying the requisite taxes relating to operation the concession stand, the Association shall have no responsibility for the payment of any costs and/or expenses associated with operation, maintenance and upkeep of the pool and related facilities including but not limited to any costs associated with improvements, repairs, equipment, taxes, water and sewer, lifeguards and employees.

51. The City shall defend, indemnify and hold the Association harmless from and against any and all claims, demands, liabilities, property damages or losses from personal injury sustained as a result of, arising from, or in any way connected with operation of the Pool and all surrounding grounds owned by the City, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the Association, its servants, agents or volunteers.

52. The City shall defend, indemnify and hold the Association harmless from and against all actual claims, demands, liabilities, damages, losses and out-of-pocket expenses including reasonable fees and disbursements of counsel, caused by or arising out of any breach of this Agreement and/or breach of any representation or warranty made by the City in this Agreement.

53. Should the Association, or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, the City agrees to indemnify and hold them harmless for all such fees and costs.

54. The Association shall defend, indemnify and hold the City harmless from and against any and all claims, demands, liabilities, property damages or losses from personal injury sustained as a result of, arising from, or in any way connected with operation of the concession stand and/or those caused by or arising from the acts of the Association, servants, agents or volunteers.

55. The Association shall defend, indemnify, and hold the City harmless from and against all actual claims, demands, liabilities, damages, losses and out-of-pocket expenses including reasonable fees and disbursements of counsel, caused by or arising out of any breach of this Agreement and/or any breach of any representation or warranty made by the Association in this Agreement.

56. Should the City of Reading, or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, the Association agrees to indemnify and hold them harmless for all such fees and costs.

57. Except as otherwise provided herein, this Agreement shall extend to and bind the heirs, personnel representatives, successors and assigns of the parties hereto.

58. Severability. If any provision of this Agreement, or the application thereof to any party or circumstance, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to other parties or circumstances, shall not be affected thereby and to this end, the provisions of this Agreement are declared severable.

59. Amendments. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, supersedes all prior conversations, discussions and negotiations with respect to the subject matter hereof and may not be amended, modified or terminated except in writing and duly executed by the parties hereto.



A N O R D I N A N C E

AMENDING CHAPTER 20 PART 1 SOLID WASTE OF  
THE CITY OF READING CODIFIED ORDINANCES

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

**SECTION 1:** Chapter 20 Part 2 of the City of Reading Codified Ordinances is hereby amended as follows:

§20-104 (1)(B)(1) is amended to add the following:

(g) Owners of owner occupied single family or multi-family dwellings upto and including four units that elect not to participate in the City Curbside trash program, shall provide per the requirements hereunder a copy of a valid written contract, to the City, for rear-yard (where possible) trash collection serviced, with a licensed hauler.

§20-104 (1)(B)(2) is amended to add the following:

(g) Owners of multi-family dwellings which are either owner occupied or non-owner occupied with five units or more that elect not to participate in the City Curbside trash program, shall provide per the requirements hereunder a copy of a valid written contract, to the City, for rear-yard (where possible) trash collection serviced, with a licensed hauler.

§20-104(8)(A) Municipal Waste is amended to read as follows:

It shall be the responsibility of the owner/operator of all residential, owner occupied and non owner occupied, commercial, industrial or institutional properties and multifamily dwellings, owner occupied and non owner occupied, not on the City curbside trash removal program to submit the Solid Waste and Recycling Division of the Department of Public Works on a bi-annual basis, on or before February 1 and again on or before September 1 of each year evidence of a valid current agreement/contract with a licensed hauler including the collector's name, address and telephone number. This information shall also include the days and times of collection. The Department of Public Works must be notified in writing within 24 hours of such changes. Failure of the owner / operator of the aforesaid premises to submit the information as required herein shall subject the owner / operator to placement on the City curbside trash removal program. Placement on the City curbside trash removal program per the requirements hereof shall result in billing of the owner / operator for the cost thereof and responsibility for said bill. At the discretion of the Manager of the Solid Waste and Recycling Division a property may be removed from the City curbside trash removal program upon submission, though untimely, of evidence of a valid current agreement / contract with a license hauler for service of the subject property.

§20-104 is amended to add subsection 10 and to read as follows:

10. It shall be the responsibility of the owner / operator of every property in the City of Reading to ensure its compliance with the requirements of this Part including but not limited notifying the occupants of the requirements hereof and ensuring their compliance therewith and that a contract / agreement is undertaken by either a license hauler or per the City of Reading curbside trash removal program.

§20-107 Administrative Provisions is amended to read as follows:

**1. AUTHORIZED RETRIEVAL AND RESPONSIBILITY THEREFOR**

The City of Reading contractor for curbside trash removal is authorized to pick up, abate and/or remove violations of this Ordinance including but not limited to items not picked up by the property's contracted hauler, placement of bags for retrieval in excess of that permitted, dumping or items placed improperly. The City of Reading contractor for curbside trash removal shall obtain documentation of such violations and note the address thereof prior to retrieval of said violations. The contractor shall report the violations, provide proof thereof and the fact of their retrieval to the Manager or his/her designee City of Reading Solid Waste Division and/or Code Official assigned to the area from the violation was retrieved. The contractor shall additionally issue a bill to the City of Reading for the retrieval of the violations noting the date and address of the same. The City of Reading shall then issue a bill to the owner of the property from where the violation was retrieved for the costs it incurred to abate the violation. The City of Reading's contractor's removal of the violation and issuance of the City of a bill therefor shall not be exclusive remedy for abatement of such violations. The City reserves the right to undertake any additional action for such violation including but not limited commencing any appropriate legal action to recover costs for the abatement and/or commencement of penalty proceedings as set forth herein.

**2. PENALTY.**

A. Any person or entity found to be in violation of any provision of this Part shall, upon first conviction, be fined not less than \$50 but not more than \$300 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. If costs for abatement are incurred by the City, restitution of 200 percent of the costs shall be awarded to the City in addition to any fines or other penalties awarded herein. Owner shall also be required to provide a receipt from a licensed trash hauler for 1 year of prepaid trash collection service.

B. Upon second or subsequent offenses occurring within 5 years of a first offense, fines shall be doubled, to a minimum fine of \$100 but not more than \$600 plus costs and, in default of payment of said fine and costs to a term of imprisonment not to exceed 30 days. If costs for abatement are incurred by the City,

restitution of 200 percent of the costs shall be awarded to the City in addition to any fines or other penalties awarded herein. Owner shall also be required to go on the City trash collection system upon verification of second offense.

C. Every violator of the provisions of this Part shall be deemed guilty of a separate offense for each and every day such violation shall continue and shall be subject to the penalty imposed by this Section for each and every separate offense.

### **3. ENFORCEMENT**

The City's Code Enforcement Division, Department of Public Works, the Police Department and any other City enforcement officers are authorized and directed to enforce this Part. The Director of the Department of Public Works is hereby authorized and directed to promulgate and establish reasonable rules and regulations for the collection, storage and disposal of solid waste in accordance with the terms herein and any other matters required to implement this Part. The City may change, modify, repeal or amend any portion of said rules and regulations at any time.

### **4. FORFEITURE AND SEIZURE**

Any person or entity violating relevant provisions of this Part, including collection of trash outside of the zoned collection day, may be subject to forfeiture and seizure of property as set forth in 53 P.S. §4000.1715 and 25 Pa.Code §271.431.

### **5. CONTINUED RIGHT AND CITY CONTRACT**

The issuance of a hauler's license does not grant a continued right to any collector to haul or collect municipal waste or recyclables in the City and the City reserves the right to contract for municipal waste and recycling services or to initiate the public collection of municipal waste and/or recyclables at any time.

**SECTION 2:** All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended shall remain in full force and effect.

**SECTION 3:** If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 4:** This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

## **AGREEMENT**

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34. The City agrees to permit Members in good standing with the Association free admission to the pool during normal hours of operation. Members of the Association not in good standing may enter the pool during normal hours of operation upon payment of the daily fee or purchase of a pass.

35. The Association will develop additional benefits exclusive to its members and stockholders on an annual basis including but not limited to first right to reserve the facility for private functions, and member exclusive activities such as moonlight swims. The Association must present the additional benefits to the City for approval by \_\_\_\_\_ (fill in date). The City reserves the right to accept, deny or alter the additional membership benefits developed by the Association.

36. The City agrees, as permitted under all applicable federal, state and local laws, statutes, regulations, ordinances, etc. to provide benefits to members and stockholders of the Association as agreed upon annually between the City and the Association. Such benefits shall be confirmed in writing as an Addendum to this Agreement and executed as such by the parties on an annual basis.

37. The Association agrees not to permit any individuals to use the swimming pool during any Association function unless a lifeguard employed by the City is on duty.

38. The Association shall be permitted to utilize the pool and its surrounding grounds and structures free of charge throughout the year including but not limited to fundraisers per the provisions herein. Notice of any event by the Association at the pool shall be provided to the City as soon as practicable after its scheduling but in no event less than one (1) week prior thereto. Should the Association event permit use of the swimming pool, the Association shall bear the costs incurred by the City for the lifeguards.

39. The City agrees to operate the pool each year commencing on the Saturday before Memorial Day through Labor Day daily from 12:00 PM (Noon) to 8:00 PM prevailing Eastern Time except as provided for in this Agreement.

40. Should the need arise for early closure of the pool as a result of inclement weather, etc, such closure will be in accord with City practices and policies in similar operations by the City.

41. The City will establish on an annual basis a fee structure for costs for public admission to the pool on a daily basis and reservation of the pool and its grounds, and pavilions for private functions. Said fee structure shall be in accord with similar operations by the City. The fee structure shall be provided to the Association, however, it is not subject to their approval. Reservation of the pool for private functions shall be in accord with all City established ordinances, polices, practices and procedures.

42. The City will continue to permit utilization of the pool by the special interest groups, e.g., childcare facilities, during normal operation hours or as agreed to by the Department of Public Works at a rate to be determined as part of the annually established fee schedule.

43. The Association and City agree that a swim team utilizing the pool as its home pool shall be permitted to remain as a separate entity.

44. The Association agrees to create a membership that permits City residents to join the Association for the sole purpose of joining the swim team per the requirements of the Berks County Swimming Association.

45. The City agrees to permit said swim team free use and access to the pool for practices. It is further agreed that the City shall provide a lifeguard(s) during swim team practices at no cost to the Association. The City, at no expense to the Association, shall employ a coach for the swim team coach pursuant to all applicable federal, state and local laws, regulations, statutes, ordinances, polices, practices and procedures.

46. The City agrees to close the pool to the public at 4:00 PM prevailing Eastern Time on days the swim team as a home meet. The City shall provide lifeguards for the duration of a home swim team meet at no expense to the Association. A schedule of the swim team's home meets shall be provided to the City immediately upon its completion.

47. The City agrees to permit free admission to swim meet spectators. However, should there be a public swim following conclusion of the swim meet, the City reserves the right to require a fee for admission to such an event.

48. The City and Association agree that the pool and its premises and structures shall be designated a non smoking area. The Association agrees that it shall strictly enforce the non smoking policy during all of its events and any time it utilizes the pool and premises.

49. Service of Notice. All notices required or permitted to be given to either party by the other party under any provisions of this Agreement shall be in writing and shall be deemed served:

(A) When delivered by hand or by Federal Express or similar service to that party's address set forth below during normal business hours; or

(B) When mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested.

Notice shall be given to the following:

(A) If to City:

City Clerk

City of Reading

815 Washington Street

Reading, PA 19601

With a copy to:

Director of Public Works / Engineer

City of Reading

503 North Sixth Street

Reading, PA 19601

(B) If to East Reading Swimming Association:

East Reading Swimming Association

PO Box 12185

Reading, PA 19612

With a copy to:

The President, Vice-President and Secretary of the Association for the subject year at the address provided annually as required by this Agreement.

50. Except as otherwise set forth herein, e.g., purchase of minor equipment, obtaining insurance and benefits for the volunteers, scheduling inspections and paying for the necessary

permits and licenses and paying the requisite taxes relating to operation the concession stand, the Association shall have no responsibility for the payment of any costs and/or expenses associated with operation, maintenance and upkeep of the pool and related facilities including but not limited to any costs associated with improvements, repairs, equipment, taxes, water and sewer, lifeguards and employees.

51. The City shall defend, indemnify and hold the Association harmless from and against any and all claims, demands, liabilities, property damages or losses from personal injury sustained as a result of, arising from, or in any way connected with operation of the Pool and all surrounding grounds owned by the City, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the Association, its servants, agents or volunteers.

52. The City shall defend, indemnify and hold the Association harmless from and against all actual claims, demands, liabilities, damages, losses and out-of-pocket expenses including reasonable fees and disbursements of counsel, caused by or arising out of any breach of this Agreement and/or breach of any representation or warranty made by the City in this Agreement.

53. Should the Association, or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, the City agrees to indemnify and hold them harmless for all such fees and costs.

54. The Association shall defend, indemnify and hold the City harmless from and against any and all claims, demands, liabilities, property damages or losses from personal injury sustained as a result of, arising from, or in any way connected with operation of the concession stand and/or those caused by or arising from the acts of the Association, servants, agents or volunteers.

55. The Association shall defend, indemnify, and hold the City harmless from and against all actual claims, demands, liabilities, damages, losses and out-of-pocket expenses including reasonable fees and disbursements of counsel, caused by or arising out of any breach of this Agreement and/or any breach of any representation or warranty made by the Association in this Agreement.

56. Should the City of Reading, or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, the Association agrees to indemnify and hold them harmless for all such fees and costs.

57. Except as otherwise provided herein, this Agreement shall extend to and bind the heirs, personnel representatives, successors and assigns of the parties hereto.

58. Severability. If any provision of this Agreement, or the application thereof to any party or circumstance, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to other parties or circumstances, shall not be affected thereby and to this end, the provisions of this Agreement are declared severable.

59. Amendments. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, supersedes all prior conversations, discussions and negotiations with respect to the subject matter hereof and may not be amended, modified or terminated except in writing and duly executed by the parties hereto.